

General Terms and Conditions of Dierenartspraktijk de Meierij, Kortestraat 1, 5491 SZ, Sint Oedenrode

Clause 1: Definitions

In these Terms and Conditions, the following definitions apply:

Treatment Contract: the contract (for services) between Dierenartspraktijk de Meierij B.V (Chamber of Commerce no. 8598723) and the Client to perform veterinary treatment, supply and/or administer medication and/or give advice and/or perform (veterinary) examinations. Dierenartspraktijk de Meierij B.V. is the sole contracting party in all contracts. There is no contractual relationship with the veterinarian or other staff or (auxiliary) persons personally.

Client: the owner of and/or person presenting the Patient on whose behalf the Veterinary Practice performs the Treatment Contract.

Debtor: the person in whose name the invoice of the Veterinary Practice is made out to.

Veterinarian: the person who, pursuant to (currently) the Animals Act, is authorised to practise veterinary medicine and is registered in the appropriate register and who, on the instructions of the Client, performs veterinary treatments or operations and/or, in the context thereof, supplies and/or sells and/or administers medication and/or provides other veterinary advice and services.

Third party: any natural or legal person who is not part of Dierenartspraktijk De Meierij B.V. and who performs work for the client at his own expense and risk that is not or cannot be performed by Dierenartspraktijk de Meierij, for example because it does not fall within its area of expertise. This includes, for example but not exclusively, external laboratories, the Faculty of Veterinary Medicine and other veterinary practices.

Veterinary Practice: the Veterinarian(s) as defined above as well as the practice conducted by the Veterinarian(s) with the use of all (auxiliary) persons, including but not limited to veterinarians, assistants lab technicians etc., whether or not on the basis of an employment contract, in any legal form and/or collaboration.

Patient: the animal, animals or groups of animals presented by the Client for treatment and/or the animal, animals or groups of animals about which and/or for the benefit of which medications are supplied and/or administered and/or other veterinary advice is given and veterinary services are provided.

Examination: in the event of an examination, this means the agreement to perform a clinical and/or radiological examination of an animal, if applicable based on the examination protocols in force at the time of the examination, resulting in an examination report.

Clause 2: Applicability

2.1 These General Terms and Conditions apply to all offers and contracts, including Treatment Contracts, between the Veterinary Practice and the Client whereby the Veterinary Practice provides goods and/or services of any nature and under any name to the Client, insofar as they have not been expressly deviated from in writing.

2.2 Any general terms and conditions used by the Client do not apply and are expressly rejected by the Veterinary Practice.

2.3 Additional and/or different conditions only apply between the parties if the Veterinary Practice has expressly agreed to these additional and/or different conditions in writing.

2.4 Where other contracts, terms and conditions or arrangements name the (secured) veterinarian as contracting party, the contract exists only and exclusively with Dierenartspraktijk Meierij B.V. and not with the (secured) veterinarian, other employees or (auxiliary) persons personally.

Clause 3: Establishment of contract

3.1 All offers and other expressions of the Veterinary Practice towards establishing a contract are without obligation, unless otherwise indicated in writing by the Veterinary Practice.

3.2 The contract to be concluded between the Veterinary Practice and the Client will only be validly concluded from the moment that the contract is confirmed in writing by the Veterinary Practice, or when the Veterinary Practice starts performing the contract and/or has delivered and/or administered the medications to be supplied.

3.3 If an offer to conclude a contract ultimately does not result in a definitive contract, the Veterinary Practice shall at all times be entitled to charge all costs incurred by the Veterinary Practice in making the offer to the Client.

3.4 The Veterinary Practice is entitled to refuse the conclusion of a treatment contract with regard to a Patient offered to it for treatment and/or to accept it only under certain conditions if the Veterinary Practice is of the opinion that treatment of the Patient has no, or completely insufficient, likelihood of success, unless the Veterinary Practice is obliged on the basis of legal or disciplinary regulations and/or regulations governing conduct to treat the Patient presented.

3.5 If the client is not the owner of the animal, the client guarantees that the owner has given permission for the performance of veterinary actions and that these general terms and conditions can also be invoked vis-à-vis the owner.

Clause 4: Content of contract

4.1 The Treatment Contract concluded between the Veterinary Practice and the Client is not an obligation of result and only results in an obligation of effort on the part of the Veterinary Practice to provide veterinary treatment and/or advice and/or medication to be supplied and/or administered in the context thereof.

4.2 The Veterinary Practice shall perform the activities referred to in the previous paragraph to the best of its ability and with the care that can be expected of it.

4.3 The Veterinary Practice is entitled to make use of third parties in the performance of the Treatment Contract.

4.4 The Treatment Contract can also consist of the provision of veterinary medicines and/or the administration of veterinary medicines, to the extent permitted by law and subject to the provisions of Clause 4.5 below, by the Client him/herself, whether or not on the instructions of third parties, including administration on the instructions of government authorities. If this is the case, the provisions of Clause 8.8 also apply.

4.5 The mere fact that the Veterinary Practice is involved in the sale, supply and/or administration of veterinary medicines and/or provides assistance with this does not relieve the Client and/or third parties of the obligations, including administrative obligations, incumbent on the Client and/or the relevant third party in respect of the Patient under the laws and regulations in the context of the administration and dispensing of veterinary medicines.

Clause 5: Premature termination of contract

5.1 The treatment contract is terminated prematurely as the result of:

- the express request of the Client, whereby the Client will be informed by the Veterinary Practice, if necessary, of the possible consequences of this premature termination for the Patient and, if termination is done against the advice of the Veterinarian and/or the Veterinary Practice, it will be pointed out that this will be done at the risk of the Client and, if necessary, the Client will be required to make a written statement acknowledging this. The Client is obliged to cooperate fully in this regard.
- the death of the Patient.
- a unilateral decision of the Veterinary Practice, if the Veterinary Practice is of the opinion that it cannot reasonably be required to continue the veterinary treatment because there is no reasonable chance, or no longer a reasonable chance, of an intended and/or desired outcome.
- a unilateral decision by the Veterinary Practice if the trust between the Veterinary Practice and the Client has been seriously damaged.

5.2 If the Treatment Contract is terminated prematurely at the unilateral request of the Veterinary Practice, the Veterinary Practice will, before doing so, inform the Client thereof and explain its reasons to the Client unless this is not possible or not possible in time.

5.3 If a contract is to be terminated prematurely, the costs incurred and the agreed fee will be charged to the Client in proportion to the work already performed, unless the work is indivisible, at the discretion of the Veterinary Practice.

Clause 6: Rates, fees and payment

6.1 The Veterinary Practice shall determine the rates and fees to be charged according to its own rates depending on time and circumstances. The invoice will show the VAT charged.

6.2 Payment of the Veterinary Practice invoice may be made in cash immediately after the operation, unless otherwise agreed.

6.3 The Veterinary Practice shall be entitled, where appropriate, to require a deposit from the Client prior to carrying out its work and not to commence its work until after the amount has been received by the Veterinary Practice, unless the Veterinary Practice is obliged by legal or disciplinary regulations or regulations governing conduct to treat the presented Patient immediately.

6.4 Non-cash payments are subject to a payment term of 14 days from the invoice date, in which case an administration fee may be charged.

6.5 If several invoices are outstanding, partial payments thereof will be deemed to be in payment of the oldest invoice.

6.6 In case of late payment, the Debtor will immediately be in default by operation of law by the mere expiry of the payment term and the Debtor will owe statutory interest on the principal amount or the remainder of the outstanding debt.

6.7 The Debtor is not entitled to suspend any (payment) obligation to the Veterinary Practice, nor is the Debtor entitled to apply set-off, on any account whatsoever, in respect of amounts charged and/or to be charged by the Veterinary Practice.

6.8 If the Debtor is in default and collection action is taken, the Debtor will, in addition to the amount owed and the interest accrued thereon, be liable for both extrajudicial and judicial collection costs.

6.9 The Veterinary Practice has the right, if the Client fails to collect the Patient from the Veterinary Practice after completion of the veterinary treatment, or fails to collect the Patient in a timely manner, to charge all extra associated additional costs to the Client.

6.10 Payments made by the Debtor will first serve to pay the costs due, then to pay the interest due and only then to pay the oldest outstanding invoice.

Clause 7: Complaints

7.1 The Client is obliged to immediately inspect the performance to be delivered and/or goods to be supplied by the Veterinary Practice, including medicines, for immediately observable defects and/or imperfections.

7.2 The Client must lodge complaints about the services provided within 30 days after the work has been completed or after the defects and/or imperfections have become known to the Client, with the Veterinary Practice (preferably in writing). If this 30-day period is exceeded, any claim

against the Veterinary Practice in respect of any defect and/or any imperfection lapses.

7.3 If the Veterinary Practice finds the complaint about the service rendered to be well-founded, the Veterinary Practice is at all times entitled to:

- a. if still possible, to yet provide this performance in the proper manner within a reasonable time or;
- b. credit the amount owed by the Client; at the discretion of the Veterinary Practice.

Clause 8: Liability

General

8.1 If the Veterinary Practice and/or the Veterinarian is liable in any way towards the Client, then this liability is at all times limited to the amount which in the case in question will be paid by the liability insurance of the Veterinary Practice or the Veterinarian. This amount is stated on the policy, a copy of which can be provided to you if required.

8.2 Liability for indirect damage is excluded at all times, in any case including but not limited to consequential damage, lost profits, missed savings and damage due to (business) interruption and the like.

8.3 The performance of the contract shall be exclusively for the benefit of the Client. Third parties cannot derive any rights from this contract and its performance. 8.4 Dierenartspraktijk De Meierij is not liable for any shortcomings and/or negligent actions of third parties working for the benefit of the Client as described above in Clause 1. This exclusion also applies if the contact between the client and the third party was established via or through the mediation of Dierenartspraktijk de Meierij.

8.5 Outside the cases mentioned in this clause, any liability is excluded.

8.6 The Client indemnifies the Veterinary Practice against all claims of third parties that may result, directly or indirectly, from the performance of the contract.

Special provisions

If a veterinary examination is carried out pursuant to the Treatment Contract, the following provisions apply, to the extent that they deviate from the provisions in the preceding paragraphs of this clause:

8.7.1 The examination covers only the health aspects of the animal according to the examination protocol of the examination report. No guarantee as to the full and/or future state of health of the animal can be inferred from this. Also, no guarantee is given as to the state of health and/or slaughterworthiness of the animal concerned in accordance with European Union rules;

8.7.2 The examination is a snapshot in time of the state of health of the animal to be examined during the examination and is a personal assessment by the examining Veterinarian, based on general veterinary knowledge as well as his/her personal experience and/or that of his/her colleagues. The Client is obliged to report to the Veterinarian any circumstances from the animal's veterinary history relevant to the assessment - such as, for example: surgeries, medication, vices, injuries and previous treatments and/or therapies.

8.7.3 During the examination, any liability is excluded for the consequences of performance-enhancing or pain-relieving medication for the assessment of the state of health of the horse to be examined, administered by other(s) than the examining Veterinarian.

8.7.4 The examining Veterinarian and/or the Veterinary Practice are not liable for any damage - expressly including pecuniary and consequential damage - caused by the carrying out of the examination or by inaccuracies and incompleteness in the drawing up of the examination report, unless it has been established that this damage is due to intent or gross negligence on the part of the examining Veterinarian.

8.7.5 With regard to the liability mentioned under 8.6.1, only the Client has a right of action - within the frameworks mentioned there - against the examining Veterinarian and/or the Veterinary Practice; others than the Client cannot derive any right to compensation from the examination report.

8.7.6 The liability of the Veterinary Practice and the Veterinarian is at all times limited to the amount paid in the relevant case by the liability insurance of the Veterinarian and/or the Veterinary Practice.

8.7.7 Any claim for compensation in any event lapses by operation of law within 6 months from the date of the examination. For consumers, this is 12 months from the date of the examination.

8.7.8 If the Client and/or third parties believe that the Patient's state of health at the time of the examination in question does not correspond to that stated in the examination report, they must, on penalty of forfeiting any right of action against the Veterinarian and/or the Veterinary Practice, notify their other party of this in writing within a reasonable time (in the purchase agreement, for example) and hold them liable for compensation for damage, whilst simultaneously providing a copy of this notification to the examining Veterinarian and the Veterinary Practice.

8.7.9 Disputes concerning the carrying out of the examination and/or the completion of the examination report are governed exclusively by Dutch law and the Dutch court will have exclusive jurisdiction to hear them.

8.7.10 If the Client is not the owner of the animal, the Client guarantees that the owner has given permission for the veterinary examination to be carried out and Clauses 8.6.1 to 8.6.5 can also be invoked against the owner.

8.7.11 Clauses 8.6.1 to 8.6.10 also apply if the Client does not sign the examination report and nevertheless takes receipt of the examination report or has accepted the contents of the examination report by not objecting to its contents or by using the contents of the examination report without signing it.

8.7.12. The exclusion and limitation of liability in Clauses 8.7.1 to 8.7.11 also applies to shortcomings and/or negligent acts of natural persons or legal entities who are engaged by the Veterinarian in the performance of the contract.

8.8 If the services of the Veterinary Practice requested by the Client relate to the import or export of animals, including but not limited to the issuing of (health) certificates, the liability of the Veterinary Practice is excluded. In that context, the Client indemnifies the Veterinary Practice against third-party claims on any account whatsoever.

8.9 The exclusion of liability referred to in Clause 8.8 does not apply if there is intent and/or gross negligence, which will in any event also be the case if the Veterinary Practice and/or the Veterinarian knowingly cooperates in illegal trade.

8.10 Without prejudice to the provisions of the preceding paragraphs of this clause, unless there is intent and/or gross negligence on the part of the Veterinarian and/or the Veterinary Practice, the Veterinary Practice excludes any liability:

- for damage resulting from administration of veterinary medicines by the Client himself; and/or
- for damage resulting from administration of veterinary medicines on the instruction of third parties, including administration on behalf of government bodies; and/or
- for injury and/or damage caused by the administration of these substances, and any side effects thereof; and/or
- for carelessness in the fulfillment of the administrative obligations applicable thereto and the related problems of evidence.

8.11 The establishment of a contract and/or the performance of veterinary treatments and/or the supply and/or administration of medicines and/or the provision of veterinary advice and services in the context thereof does not affect in any way the vicarious liability of the Client and/or third parties for damage caused by the animal within the meaning of Article 6:179 of the Dutch Civil Code. The Veterinarian is not to be considered to be making commercial use of the animal.

Clause 9: Liability in relation to semen, IVF, gynaecology

9.1 In addition to and, if necessary, in derogation from the provisions of Clause 8, the following provisions specifically apply to work in the field of gynaecology.

9.2 Storage and transport and use of semen, embryos and egg cells in any form, by any route or at any location is entirely at the Client's own risk. Neither the Veterinarian nor the Veterinary Practice can be held liable in any way for loss, mixing or damage thereof.

9.3 Neither the Veterinarian nor the Veterinary Practice is liable in any way for an unsuccessful outcome of actions associated with fertility, which includes:

- Whether a mare becomes pregnant or not;
- Whether or not an embryo is flushed;
- Whether the implantation of an embryo in a recipient mare is successful, regardless of the quality, genesis and preservation of the embryo;
- The number of egg cells extracted in an OPU procedure;
- The number of embryos created after the combined OPU/ICSI procedure;
- The successful or unsuccessful freezing, thawing and transfer of egg cells or an embryo.

Clause 10: Ownership and data

10.1 The Veterinary Practice at all times retains ownership of transcripts, documents and other data carriers such as, for example, X-rays relating to the Patient and the performance of the contract.

10.2 The Veterinary Practice will keep these records for 5 years. If requested, the Client may obtain copies of such information (media) and/or other records against payment of the cost price.

10.3 For the performance of the contract, the Veterinary Practice uses the (personal) data provided by the Client to the Veterinary Practice. When processing the Client's personal data, the Veterinary Practice complies with the applicable privacy laws and regulations.

Clause 11: Special provisions

Entering stables/Work location

11.1 If the treatment of the Patient so warrants, the Veterinary Practice has the right to deny access to the stables or any other location where the treatment takes place to any person, including, if necessary, the Client, and/or

to stipulate other conditions he/she deems necessary for the treatment. The Client is obliged to comply.

Scientific research

11.2 The Veterinary Practice is entitled to use (parts of) the Patient or substances derived from the Patient for statistical and/or scientific research, or to include them in a publication, unless the Client has made explicit and insurmountable objections to this. If necessary and if possible, the Veterinary Practice will report the intention to use said data for research purposes to the Client in advance.

Clause 12: Force majeure

12.1 The Veterinarian, the Veterinary Practice and anyone associated with it is not liable for non-performance or incomplete or late performance of its obligations due to force majeure.

12.2 In these terms and conditions, force majeure means circumstances which prevent the (partial) performance of the Treatment Contract and cannot be attributed to the Veterinarian or the Veterinary Practice.

Clause 13: Applicable law and dispute resolution

13.1 The contract and all contracts that may arise therefrom between the Veterinary Practice and the Client shall be governed exclusively by Dutch law.

13.2 The District Court in the district where the Veterinary Practice is established has exclusive jurisdiction to take cognisance of disputes between the parties, without prejudice to the authority of the Veterinary Practice to submit a dispute to the court with jurisdiction under the law.